

AGREEMENT

between the

MERIDEN BOARD OF EDUCATION

and the

MERIDEN FEDERATION OF PARAPROFESSIONALS

SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2022

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AGREEMENT

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MERIDEN BOARD OF EDUCATION

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MERIDEN FEDERATION OF PARAPROFESSIONALS

THIS AGREEMENT IS MADE AND ENTERED INTO on this _____ day of _____, 2020 by and between the Meriden Board of Education (hereinafter) referred to as the "Board") and the Meriden Federation of Paraprofessionals (hereinafter referred to as the "Federation").

ARTICLE I - RECOGNITION

The Board recognizes the Federation for the purposes of negotiation, as the exclusive representative of a unit consisting of all employees of the Board employed as Paraprofessionals who work twenty (20) or more hours per week, excluding such supervisory and confidential employees as may be excluded from coverage under the provisions of the Municipal Employee Relations Act.

ARTICLE II - MANAGEMENT RIGHTS

The right of the Board to hire, suspend or discharge for proper cause or to transfer to new duties or its right to relieve employees from duties because of lack of work or for other legitimate reasons, or to extend, limit or curtail its operations when in its sole discretion it may deem it advisable to do so, or to exercise any other powers of management, shall not be limited except as specifically set forth in this Agreement.

ARTICLE III - NEGOTIATION

- A. Negotiation over Successor Agreement and Budget
1. Negotiations shall commence in accordance with the law. The Board and the Federation agree to negotiate in good faith pursuant to Sections 7-467 to 7-477 of the General Statutes, in accordance with procedures set forth herein, to secure a Successor Agreement with respect to wages, hours and other conditions of employment.

2. During negotiations, the Board and the Federation shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party may, at its own expense, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. (The parties agree to make available to each other information which the parties deem necessary for negotiations.)

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement.
2. The term "days", except where otherwise indicated, means school days. Reference to number of days refers to school days of individual involved.
3. In instances where reference is made to the "Director of Personnel" or "Superintendent" it shall be understood that such reference is to the Director of Personnel or Superintendent of Schools as appropriate, or his/her designated representative.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.

C. Procedure

1. Level One - Principal or Immediate Supervisor

A member of the unit with a grievance or dispute shall first discuss it with his/her immediate supervisor or principal, whether directly or through the Federation's representative, with the objective of resolving the matter informally.

2. Level Two - Director of Personnel

a. In the event that the matter is not resolved at the informal level or the immediate supervisor has not responded to the grievance, a written statement of the specific grounds of the grievance may be submitted to the Director of Personnel.

b. The Director of Personnel or his/her designee shall represent the

Administration at this level of the grievance procedure. Within fifteen (15) school days after receipt of the written grievance by the Director of Personnel, he/she shall meet with the grievant and the Federation in an effort to resolve it.

- c. If a written grievance is not filed with the Office of the Director of Personnel within eighteen (18) school days after the grievant (or in the case of an institutional grievance, the Union) knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be waived.

3. Level Three - Superintendent

- a. In the event that the matter is not resolved at Level Two within fifteen (15) days after the meeting with the Director of Personnel, or the Board has failed to respond within that time period, the grievance may be submitted in writing to the Superintendent.
- b. The filing of this Third Step of the grievance process must be done within five (5) days after the decision by the Director of Personnel, or within five (5) days after the date when the Director of Personnel's decision was due.
- c. The Superintendent shall meet with the grievant and the Federation within (10) ten days after receiving the written grievance. The Superintendent shall render his/her decision within ten (10) days of this meeting.

4. Level Four - Binding Arbitration

- a. Only those grievances which violate the specific terms of this Agreement shall be arbitrable. If the Federation is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) days after the aggrieved member has met with the Superintendent or his or her designee, the Federation may submit the grievance to binding arbitration within thirty (30) days after the Level Three decision or the date when the Level Three decision was due. Requests for arbitration shall be forwarded to the American Arbitration Association. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
- b. The Arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding on all parties.
- c. The fees and expenses of the Arbitrator shall be divided equally between the Board and the Federation.

- d. The Arbitrator shall have no authority to add to, modify, or amend any terms of this Agreement.

D. Rights of Paraprofessionals to Representation

1. No reprisals of any kind shall be taken by any participant against anyone by reason of participation in the grievance procedure or support of any grievance.
2. An individual grievant may waive Federation representation at steps one, two and three, but the Federation shall have the right to be present and to state its views at all stages of the grievance procedure.
3. No individual or organization, other than the Federation, shall have the right to represent a grievant during the grievance process.

E. Miscellaneous

1. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall promptly be transmitted to all the individuals involved.
2. If, in the judgment of the President of the Federation, a grievance affects a group or class of members of the unit, the President of the Federation may submit such grievance in writing to the Director of Personnel directly and the processing of such grievance shall commence at Level Two.
3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved. The time limits specified shall be extended in any particular instance by agreement between the Superintendent and the Federation and/or the aggrieved person.

ARTICLE V - WORKING CONDITIONS

A. Sick Leave Allowance

1. Employees shall be granted full pay while absent for personal illness to the amount of ten (10) working days per year, accumulated at the pro-rated amount per month. Sick time shall be used in increments of one hour.

Those not absent for personal illness may accumulate the unused portion of their sick leave allowance up to a maximum of one hundred twenty five (125) days.

2. In the event an employee exhausts the accumulation of personal illness days due to an extended illness, said employee shall first, if eligible for Family and Medical Leave (FMLA), apply to the Personnel Officer for FMLA.
3. The current practice of listing accumulated sick and personal days in each paycheck shall continue.
4. Severance - Any employee who separates under honorable circumstances after ten years of service to the Meriden Public School System as a contracted member of the Meriden Federation of Paraprofessionals bargaining unit, or retires from the Meriden Federation of Paraprofessionals bargaining unit under the City of Meriden Pension Plan, shall be entitled to compensation in a lump sum for that portion of unused sick leave which has been accumulated, not to exceed one hundred (100) days. The compensation shall be one-half the rate of compensation earned by the employee at the time of separation. In the event of an employee's death, all accumulated sick leave not exceeding one hundred (100) days shall be paid to the employee's estate at the rate of compensation earned by the employee at the time of death.
- (5. An employee who has an illness or injury that has been accepted or approved under the Workers Compensation Act shall receive 100% compensation for three (3) months from the first day out of work due to the injury. Following the initial three (3) month period, the worker will receive the Workers Compensation rate as determined under the Workers Compensation Act. An employee with such a compensable injury can utilize his or her sick leave to supplement the Workers Compensation rate to the employee's regular pay rate, not to exceed 100% of the employee's regular pay rate. In the event that the illness or injury is not accepted or approved under the Workers Compensation Act, the employee shall use his or her sick time for any absences. The foregoing applies except where otherwise required by law.
6. Absences caused by an illness or injury covered by the Workers Compensation Act shall be counted concurrently under the Family Medical Leave Act ("FMLA") for employees who are eligible for family medical leave under the applicable statutes.
7. Where an employee has been released to return to work in a limited or restricted capacity, the Board shall determine whether any limited and/or restricted duty assignments are available for the employee that would be consistent with the restrictions identified by the employee's health care provider. If such an assignment is available, the employee will be required to return to work in that assignment. All such assignments shall be temporary in nature, subject to change, and shall not constitute a permanent condition. This section is not limited to illnesses or injuries under the Workers Compensation Act.

B. Authorized Absence

1. A paraprofessional may be absent for personal reasons up to three (3) days each year with no loss of pay, except for the day preceding or following a vacation or holiday or Professional Development Day. Paraprofessionals shall make every reasonable attempt to limit absences for personal reasons to personal business that cannot be transacted at any other time. Absences for vacation shall not be authorized as personal days. Except in cases of emergency, requests must be submitted in writing to the principal not less than two (2) days in advance. Each day shall be strictly personal and shall be granted by the system.

C. Absences Due to Death in Immediate Family

1. All employees may be absent with full pay up to five (5) consecutive working days on each occasion of the death of a member of his/her immediate family (father, mother, brother, sister, husband, wife, child, mother-in-law and father-in-law, and grandchild). The intent of this provision is to allow the employees up to five (5) days to meet the immediate needs arising from such occasion. All employees may be absent with full pay up to two (2) working days on each occasion of the death of a grandparent. Where the deceased is not a member of the immediate family or a grandparent, but unusual circumstances require the employee to be absent, the Superintendent may approve such absence under this section. The bereavement leave under this section may be requested for non-consecutive days and may be granted at the discretion of the Superintendent or his/her designee. Such requests will not be unreasonably denied.

D. Holidays

1. Employees are granted the following paid holidays provided school is not in session on these days:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Labor Day
Christmas Day	

E. Personnel Alteration

1. If a change and/or alteration of operations is contemplated which would have the effect of altering the number of personnel, in a given school, or the hours of work of said personnel, then the parties will meet and discuss the impact that such changes would have.

F. Vacancy

1. A vacancy occurs only when the Board wishes to fill a position which has become vacant due to death, retirement, resignation, termination, transfer or the creation of a new position. Vacancies will be posted in all schools for not less than five (5) business days. If the Board posts a vacancy for a six or more hour position, employees who currently hold a six or more hour position will be given the opportunity to apply for the position before any other employees. If no six or more hour employees apply for the vacancy, or where no six or more hour employees who apply are qualified for the vacancy, then the vacancy will be posted for other employees.
2. During the summer, when school is not in session, the Board shall post vacancies internally for ten (10) business days before posting externally. Said vacancies shall be posted on the Meriden Board of Education Internet site. The Board shall forward a copy of all postings to the Federation President. Vacancies which occur during the summer shall be filled in accordance with the collective bargaining agreement.
3. Assignments and transfers shall be made on the basis of qualifications. "Qualifications" include their skills, experience, performance and job history. Where two or more applicants for the position are substantially equal in qualifications, the applicant with the greatest amount of seniority as a contracted employee within the Meriden Federation of Paraprofessionals shall be appointed.
4. Paraprofessional Displacement Process
 - (a) There are three categories of paraprofessionals, as follows:
 - Category 1 - includes Kindergarten
 - Category 2 - includes bilingual
 - Category 3 - includes SPED and all other paraprofessionals
 - (b) When paraprofessionals are displaced from their positions at the end of a school year, the following will apply:
 - At the end of each school year the Personnel Office, and/or the Office of Pupil Personnel Programs, will contact each building principal to determine
 - a) the paraprofessional positions which are no longer required and will be eliminated,
 - b) the vacant paraprofessional positions which must be filled for the following school year; and
 - c) the names of the paraprofessionals who have been displaced from their current positions, due to students who graduate, students who leave the school district, students whose IEP no longer requires a paraprofessional, etc.
 - Within ten (10) days following the last day of school, a meeting

will be held in which the displaced paraprofessionals (most senior first) shall select a position from the “pool” of paraprofessional vacancies available on that date. Displaced paraprofessional employees will be notified of the meeting by mail sent to their home address. Displaced paraprofessionals will select from positions of the same duration (i.e. hours per day) or less.

- If the current number of vacancies exceeds the number of displaced paraprofessionals, the remaining positions will be posted in accordance with the applicable provisions of this Agreement.
- If there are more displaced paraprofessionals than there are current vacancies, a second displacement meeting will be held prior to the beginning of the school year in which the displaced paraprofessionals (most senior first) shall select a position from the “pool” of paraprofessional vacancies available on that date. Displaced paraprofessional employees will be notified of the meeting by mail sent to their home address. Displaced paraprofessionals will select from positions of the same duration (i.e. hours per day) or less.
- If, at each displacement meeting, there are more displaced paraprofessionals than there are current vacancies, the displaced paraprofessionals (most senior first) may “bump” the least senior paraprofessional within his/her category, from positions of the same duration (i.e. hours per day) or less.
- If a displaced paraprofessional does not have a “permanent” position by the beginning of the school year, he/she will serve as a “substitute” paraprofessional at his/her current rate of pay and hours, but without benefits, until additional vacancies become available.

(c) When paraprofessionals are displaced from their positions during a school year, the following will apply:

- Displaced paraprofessionals will select from vacant positions of the same duration (i.e. hours per day).
- If there are no vacant paraprofessional positions of the same duration (i.e. hours per day), the displaced paraprofessionals (most senior first) may “bump” the least senior paraprofessional within his/her category, from positions of the same duration (i.e. hours per day).
- If a displaced paraprofessional chooses not to bump the least senior paraprofessional within his/her category, the displaced paraprofessional will be laid off. If the displaced paraprofessional chooses to bump the least senior paraprofessional within his/her category, the “bumped” paraprofessional will be laid off.
- Displaced paraprofessionals may apply, as internal candidates, for paraprofessional positions that may become available.
- At the end of the school year, the paraprofessionals who remain

displaced shall have the opportunity to select from the “pool” of vacancies according to the end of the year process described in paragraph (b) above.

- (d) When paraprofessional positions are eliminated due to lack of funding or other operational needs, the following will apply:
- Layoff will not be made in an arbitrary or capricious manner and will be capable of reasoned substantiation.
 - When positions are eliminated, they shall be eliminated within the three categories (see above).
 - Paraprofessionals in eliminated positions will select from vacant positions of the same duration (i.e. hours per day) or less.
 - If there are no vacant paraprofessional positions of the same duration (i.e. hours per day) or less, the eliminated paraprofessionals (most senior first) may “bump” the least senior paraprofessional within his/her category, from positions of the same duration (i.e. hours per day) or less.
 - If an eliminated paraprofessional chooses not to bump the least senior paraprofessional within his/her category, the eliminated paraprofessional will be laid off. If the eliminated paraprofessional chooses to bump the least senior paraprofessional within his/her category, the “bumped” paraprofessional will be laid off.
 - Paraprofessionals, laid off because of lack of work shall, in the direct order of their seniority within their particular category classification, be provided first opportunity for re-employment until the end of the school year following the school year within which they were laid off. Failure to accept an offer of re-employment in an assignment with at least as many hours as the employee’s previous assignment will result in a loss of re-employment rights under this section.
5. Whenever possible, postings for all vacancies shall be specific as to hours, school, program, grade level and a general description of the work to be performed. All internal and external paraprofessional positions will be posted on the Meriden Board of Education Internet site.

G. Work Year

1. All employees shall commence work on the first day of the school year and shall end on the last day unless in the sole judgment of the Board of Education budget considerations require the Board to adjust the work year.
2. An employee who is to receive a change in his or her assignment shall be notified, if possible, two (2) weeks prior to the effective date of such change.
3. On abbreviated (non-storm) school days (e.g. parent conference days, the day before Thanksgiving and the last day of school), paraprofessionals shall begin the

day at their normal start time and stay the length of the abbreviated school day, unless required to perform any regularly scheduled before-school and/or after-school student transportation duties. Paraprofessionals will be excused by the building principal at the end of the abbreviated school day. Paraprofessionals shall not leave the building until excused by the building principal. In no case will a paraprofessional be required to remain in class once the teacher has left. Early Intervention Program (EIP) paraprofessionals, will work without a lunch break on abbreviated (non-storm) school days.

H. Storm Days

1. When school is called off during the school day, after the school day has started, all paraprofessionals are required to work until excused by their building principal. In no case will a paraprofessional be required to remain in class once the teacher has left. Employees released under these conditions shall receive their full day's pay. Employees who leave the school building without being released by their principal will not be paid for the additional released time.
2. When the opening of school is delayed due to inclement weather, paraprofessionals are not required to report to work earlier than their delayed opening start time. However, paraprofessionals shall be permitted to report to school at their normal start time, provided that they 1) report to the principal that they are present, and 2) are willing to work a temporary assignment for the time between their normal start time and their delayed opening start time.

I. Summer Jobs

1. When there are summer jobs available, qualified bargaining unit members shall be hired (in order of seniority) before non-bargaining unit employees are considered.

J. Class Coverage

1. Except in cases of emergency, class coverage shall be provided by certified personnel, which includes substitute teachers. If, in an emergency, a teacher must leave his or her classroom for a short period of time, it would be reasonable to have a paraprofessional provide such emergency coverage. An emergency is defined as when the need for coverage is not known in advance.

K. Professional Development

Any mandatory training for paraprofessionals (OSHA, DCF, etc.) shall be held during work hours when possible. If a mandatory training occurs outside of work hours, employees will be paid for the time in training. The Board will offer one voluntary professional development day to employees not to exceed five hours at straight time. The Board will provide at least 30 days notice of this professional development day to employees.

L. Kindergarten Substitutes

The parties agree that Kindergarten Paraprofessionals will have the option of serving as a substitute in any grade if they meet the required qualifications. The Paraprofessional serving as a substitute will be paid their regular rate plus the applicable substitute rate.

M. Technology in the Classroom

The parties shall meet upon request of the Union to discuss proper handling of technology and educational materials.

ARTICLE VI - SALARY SCHEDULE, INSURANCE AND HOURS OF EMPLOYMENT

A. Hours of Employment

1. The actual hours of employment for all personnel covered by this Agreement will be dictated by the needs of the schools as determined by the Superintendent of Schools. A Paraprofessional's hours may be increased or decreased in order to meet the needs of the schools or students. If a change is made in a Paraprofessional's hours, the Board will give the Paraprofessional and the Union advance notice of the change. A Paraprofessional who experiences a decrease in hours under this paragraph can bump the least senior Paraprofessional in the bargaining unit with the same number of hours. The bumped Paraprofessional will then either have to take the reduced hour position in the school at issue, or take a layoff.
2. Paraprofessionals who work more than their scheduled hours on a work day shall be paid time and one half for those additional hours including time spent at workshops and in-service training.
3. The following applies with respect to the creation of additional bargaining unit work for Paraprofessionals in current "ELT" schools in the district.
 - a. Participation in any extra assignments beyond the regularly scheduled day shall be voluntary;
 - b. Participating paraprofessionals shall receive their regular rate of pay for any hours worked beyond their regular schedules;
 - c. Notice of additional hours available shall be announced by the respective administrator to all bargaining unit members in accordance with established practice;

- d. For assignments within the normal confines of a paraprofessional work assignment, seniority shall be the determining factor in the determination of additional hours;
- e. For all other assignments, the participating Principal shall have discretion in determining the paraprofessional to be selected for the additional work assignment.
- f. In all instances of availability of additional work assignments, the Board shall first seek internal applicants before hiring outside of the bargaining unit.
- g. Participating paraprofessionals shall be eligible for the City of Meriden pension plan, as governed by the design of the Plan.
- h. The parties agree that by entering into this agreement, neither party may claim a practice or precedent regarding the availability of daily overtime, the assignment of additional work or any other mandatory subject of bargaining.

B. Insurance

1. Medical:

The High Deductible Health Plan-HSA Plan will be the only option for employees unless an employee is not eligible for the High Deductible Health Plan-HSA Plan.

a. High Deductible Health Plan - HSA Plan (HDHP-HSA): High Deductible Health Plan HSA with a \$2,000/\$4,000 deductible. The Board will fund fifty percent (50%) of the deductible each year in two separate installments on or about September 1 and March 1. However, for employees with five or more years of service, the Board will fund the entire fifty percent (50%) of the employer portion of the deductible in one installment on or about September 1. If such an employee leaves employment before March 1, the Board can reduce the employee's sick leave payout under Section V.A.4. of this Agreement by a pro rata amount of the employer portion of the deductible. Furthermore, (1) there shall be no prescription copayments after the deductible is met, and (2) a weight loss program shall be implemented for members of the unit who participate in the wellness program, with \$100 Board subsidy of the fee.

b. Cigna Co-pay Plan: Employees who are not eligible for the HDHP-HSA plan because they participate in Medicare or because they have received benefits from the Veteran's Administration in the last three months shall be permitted to continue in the current Cigna co-pay plan with a premium contribution rate as described below.

c. The HDHP-HSA plan and Cigna co-pay plan referenced in subparagraphs a and b, above, shall be attached as Appendix B and made a part of this agreement for informational purposes only.

d. To be eligible to receive medical and dental insurance benefits set forth in this Article, the employee shall annually contribute the following percentages for single coverage:

HDHP-HSA Plan:

9/1/20: 16%

9/1/21: 17%

Cigna Co-Pay Plan:

9/1/20: 21%

9/1/21: 22%

National Preferred Formulary for prescriptions will be implemented effective December 1, 2020.

However, participants in the biometric wellness program shall have a 2% reduction of the above premium rates. Participants who participate in the biometric wellness program and also get a physical examination in accordance with the recommended schedule under the applicable plan (and whose spouse gets a physical in the event of spousal coverage) shall have an additional 2% reduction of the above premium rates. This additional 2% reduction applies only to employees (and/or spouses) who participate in the biometric wellness program and get a physical examination.

In order to receive the 2% reduction effective on September 1, 2019 for getting a physical examination, employees (and their spouses for spousal coverage) must have had a physical in calendar year 2018. If an employee (and/or spouse) did not have a physical in calendar year 2018, the employee (and/or spouse) can still receive the 2% reduction by getting a physical and submitting a doctor's note to the Personnel Office by May 1, 2019. For an employee (and/or spouse) who gets a physical after May 1, 2019, the 2% reduction will apply with the next insurance billing cycle after processing, which could be after September 1, 2019.

Employees (and/or spouses) who get a physical during calendar year 2019 will be eligible for the above 2% reduction effective on September 1, 2020. Employees (and/or spouses) who get a physical during calendar year 2020 will be eligible for the above 2% reduction effective on September 1, 2021.

Beginning effective September 1, 2018, participants in the biometric wellness program will be required to meet their wellness goals in order to receive any of the premium reductions above.

The Board of Education shall implement a Section 125 premium conversion plan for such contributions. The Board shall contribute the remaining portion of the cost for these benefits.

The Board shall provide 50% of the premium cost for dependent coverage under the HDHP-HSA and the Cigna Co-Pay Plan, and will fund 50% of the deductible under the HDHP-HSA for dependent coverage, provided the dependent(s) are unable to obtain equivalent coverage elsewhere at a cost equal to or less than the cost to the employee.

2. CIGNA Dental - The CIGNA Dental Plan.

The premium cost share paid by employees for this insurance plan shall be the same percentage as the employee pays for medical insurance.

Dependent coverage shall be provided at full cost to the employee if such dependent(s) are eligible and do not have equivalent coverage elsewhere at no cost.

Details of the plan are available in literature provided by the insurance carrier.

3. Insurance Carrier

The Board may change insurance carriers so long as benefits are equivalent to those noted above.

4. Employees who retire shall be allowed to purchase the insurance benefits available through the Board at the prevailing group rates in accordance with the policies of the insurance carrier. An employee's eligibility to purchase the insurance benefits shall be based upon meeting the age and length of service requirements established in the City of Meriden Pension Plan and not on eligibility to collect a pension under said plan.

5. Insurance Committee

The M.F.P. agrees to participate and be represented on the City of Meriden Health and Medical Insurance Advisory Committee. The call of the committee is to explore and continue to recommend ways to curb the escalating costs and to maintain the current level of benefits, if at all possible. If the committee makes any recommendations that would require contract language changes, the M.F.P. agrees to present such recommendations to the bargaining group for acceptance.

6. Life Insurance

The Board will provide a \$30,000 life insurance policy with a \$30,000 accidental death and dismemberment benefit for the employee, subject to the terms of the applicable insurance policy. There is no cost to the employee.

C. Salary Schedule

1. The salaries of all employees covered by this Agreement are set forth in Appendix A, which is attached to this Agreement and made a part thereof.

Appendix A is part of this contract and shall remain in full force and effect until such time as a Successor Agreement has been negotiated so that Paraprofessionals will continue to advance in step on that salary schedule until the Successor Agreement is in force.

2. Any new employee whose services commence before February 1 of a given school year shall be advanced one step on the pay scale on the following September 1 with an affirmation of satisfactory service.
3. New employees shall complete a probationary period of six (6) months. Upon satisfactory completion of a probationary period, employees will be advanced to the next higher step. During this probationary period, probationary employees shall have no access to the grievance procedure with respect to disciplinary issues, including discharge, and shall not be eligible for transfer unless this provision is waived by the Superintendent or his or her designee.
4. Employees will be paid on a weekly basis.

ARTICLE VII - FEDERATION RIGHTS

A. Contract Distribution

The Board will post this Agreement electronically on its system not later than thirty (30) days after the signing of this Agreement. The Board will notify new employees where they may access this Agreement electronically at the time of hire. Employees may request and the Board will provide a printed copy of this Agreement.

B. Dues Deductions

1. The Board agrees to deduct from the salary of any paraprofessional the dues for the Meriden Federation of Paraprofessionals, as said paraprofessionals individually and voluntarily authorize the Board to deduct dues and to transmit the monies promptly to the Treasurer of the Meriden Federation of Paraprofessionals.

2. The Meriden Federation of Paraprofessionals shall certify annually to the Board in writing the current rate of membership dues.
3. Deductions referred to in Section 1, shall be made on each payday of the month. The Board shall not be required to honor for any payday's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which deductions are to be made.
4. No later than October 30 of each year, the Board shall provide the Federation with a list of those employees who have voluntarily authorized the Board to deduct dues. Any paraprofessional desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board and the Federation, in writing, at least one month before the effective date of termination of dues deductions.
5. The Federation shall indemnify the Board and hold it harmless with respect to all aspects of administering Meriden Federation of Paraprofessionals dues deductions permitted or requested by the provisions of this Article.
6. All employees may join the Federation and pay union dues through payroll deduction or by check to the Federation.
7. The Employer shall honor employees' individually authorized deductions forms, and shall make such deductions in the amounts certified by the Union for Union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized such deductions. Dues revocations are processed by the Union. In the event that an employee revokes their dues, the Union will notify the employer after the close of the revocation window.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees, in both their individual and official capacities, from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above payroll deduction provisions, or in reliance on any list, notice, certifications of deductions or revocations.

8. **Hold Harmless Provision**

The Federation shall indemnify the Board and hold it harmless with respect to all aspects of administering the service representation fee deduction permitted by the provisions of this Article.

ARTICLE VIII - SENIORITY

- A. Seniority shall begin on the date of hire, with the employee hired last having the least amount of seniority and the employee hired first having the greatest amount of seniority.
- B. Date of Hire
 - 1. Date of hire, in the event of a voluntary interruption of employment, shall mean the most recent date of hire within the bargaining unit.
 - 2. Date of hire, in the event of an involuntary interruption of employment, shall mean the most recent date of hire as a contracted employee within the bargaining unit prior to the involuntary interruption of employment. In the event that an employee is rehired after an involuntary interruption, the employee's seniority prior to the involuntary interruption shall be restored, but the time during the involuntary interruption shall not count toward seniority.
- C. The Federation will notify the Superintendent or his/her designee of the names of the Federation Executive Board. Elected officers but not more than two (2) persons shall be accorded super seniority for the purpose of protecting the officers from layoff and involuntary transfer.

ARTICLE IX - LONGEVITY

- A. The Parties have agreed to eliminate longevity payments to employees. In lieu of longevity payments, the Board will add \$400 to the top step of each wage schedule in the agreement effective July 1, 2019. This \$400 will be added prior to any general wage increases effective July 1, 2019 are applied. The wage increases effective July 1, 2020 and July 1, 2021 will also be applied to the increased top step (which includes the \$400 increase).

ARTICLE X - DURATION

A. Duration

The provisions of this Agreement shall be effective as of the first day of September, 2019 and shall continue and remain in full force and effect for the period of three (3) years from and after said date through the thirty-first day of August, 2022.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2020.

MERIDEN BOARD OF EDUCATION

MERIDEN FEDERATION OF
PARAPROFESSIONALS

By _____
Rob Kosienski, Jr., President

By _____
Shelly Valenti, President

APPENDIX A

PARAPROFESSIONALS' SALARY SCHEDULE

STEP	2	3	4	5	6	7	8	9	10
2019-20 1.99% increase retroactive			\$14.11	\$14.73	\$15.29	\$16.02	\$16.70	\$17.45	\$18.52
2020-21 1.95% increase			\$14.39	\$15.02	\$15.59	\$16.33	\$17.03	\$17.79	\$18.88
2021-22 1.95% increase			\$14.67	\$15.31	\$15.89	\$16.65	\$17.36	\$18.14	\$19.25

Any employee on Steps 2 and 3 move to Step 4 upon ratification. Note, the move to Step 4 will not be retroactive for the purpose of calculating back pay.

Employees who were scheduled to go to step 4 this coming year will move to step 5 this year. In addition, new employees who start at current step 4 would move to step 5 after passing the probationary period.

APPENDIX B

INSURANCE CONTRACT YEARS 2019-2022

1. The following health insurance and prescription coverage is available to members of the bargaining unit, according to their enrollment, based upon the provisions set forth below:

a. Health Insurance Program:

HDHP-HSA Plan		
Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum (includes deductible and out-of-network co-insurance if applicable)	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage/\$8,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

CO-PAY PLAN:

Prescription Drug Benefits:

\$10.00 co-pay for generic brand prescription drugs

\$15.00 preferred

\$25.00 non-preferred

Retail and mail order purchases of prescriptions are subject to the applicable 3-tier co-pay

Retail purchases of prescriptions are limited to a 34-day supply or 100-unit dose (whichever is greater) for a single co-pay

Mail order purchases of prescriptions provide for a 100-day supply for a single co-pay

Office visit co-pays:

Office visit co-pay = \$15.00

Urgent care co-pay = \$25.00

Emergency room co-pay = \$50.00